

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B5400269

PRINT DATE: 10/31/15

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

INTEGRATED VOTING SOLUTIONS
1931 G ST

FRESNO, CA
(559)498-6151

93706

REFER QUESTIONS TO:

CHRISTINE VASILIAU
(410)767-4281

CHRISTINE.VASILIAU@MARYLAND.GOV

ITB:

EXPR DATE: 12/31/17
POST DATE: 12/01/14

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: 358,750.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

AGENCY CONTRACT

FOR

PRINTING OF GUBERNATORIAL PRIMARY & GENERAL ELECTION BALLOT

VENDOR: INTEGRATED VOTING SOLUTIONS, INC.

VENDOR FEIN #: 20-1840786

VENDOR PHONE #: (559) 498-0281

VENDOR CONTACT: ERIC KOZLOWSKI
ERICK@THEPRESORT.COM

AGENCY: MD STATE BOARD OF ELECTIONS

AGENCY CONTACT: WHITNEY FAUST (410) 269-2863
WHITNEY.FAUST@MARYLAND.GOV

CONTRACT PERIOD: THIS IS THE FIRST RENEWAL OPTION FROM
JANUARY 1, 2015 THROUGH DECEMBER 31, 2017 WITH ONE TWO (2) YEAR
RENEWAL OPTION REMAINING UPON THE WRITTEN CONSENT OF THE USING
AGENCY, THE VENDOR, AND THE DEPARTMENT OF GENERAL SERVICES.

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TERMS (cont'd):

THIS CONTRACT SUPERCEDES BPO 001B4400529.

CONTRACT SCOPE: THIS CONTRACT IS AN INDEFINITE QUANTITY CONTRACT TO FURNISH THE PRINTING AND DELIVERY OF THE 2014 GUBERNATORIAL BALLOTS FOR THE PRIMARY & GENERAL ELECTIONS TO THE MARYLAND STATE BOARD OF ELECTIONS (SBE) AND ALL LOCAL BOARDS OF ELECTIONS (LBE) ON AN AS-NEEDED BASIS.

DESIGNATED AGENCY: THE MARYLAND STATE BOARD OF ELECTIONS IS AUTHORIZED TO PURCHASE FROM THIS CONTRACT.

FOR THE PURPOSES OF THIS CONTRACT THE STATE BOARD OF ELECTIONS SHALL BE REFERRED TO AS THE 'SBE' AND THE LOCAL BOARDS OF ELECTIONS SHALL BE REFERRED TO AS THE 'LBE'.

BASIS OF AWARD: THIS PROCUREMENT IS BEING CONDUCTED AS A COMPETITIVE SEALED BID. THE SOLICITATION WILL BE EVALUATED BASED ON THE PRICE SUBMITTED ON LINES ONE (001) AND TWO (002) PRINTING AND DELIVERY OF A QUANTITY OF 1,200,000 OR MORE BALLOTS, SPLIT AMONG UP TO TWENTY-FOUR (24) LOCAL BOARDS OF ELECTIONS LOCATED THROUGHOUT THE STATE OF MARYLAND (SEE PACKAGING AND DELIVERY SECTION BELOW). THE AWARD WILL BE TO ONE (1) AND UP TO TWO (2) RESPONSIBLE BUSINESSES SUBMITTING THE LOWEST RESPONSIVE BID ON LINES ONE AND TWO OF THE SOLICITATION.

SECURITY - AWARDED VENDOR MUST BE ABLE TO COMPLY WITH ALL SECURITY SPECIFICATIONS INCLUDED IN THE INVITATION TO BID (ITB).

- A. ALL EMPLOYEES OF THE VENDOR WORKING ON THIS PROJECT SHALL SUBMIT TO AND PASS A BACKGROUND CHECK. THE VENDOR IS RESPONSIBLE FOR THE COST OF PERFORMING THE BACKGROUND CHECKS.
- B. ALL BALLOT PRINTING SHALL TAKE PLACE UNDER SECURE CONDITIONS ENTIRELY ON THE PREMISES OF THE VENDOR. ANY PRINTING CARRIED OUT OFF THE PREMISES SHALL ONLY BE UNDERTAKEN WITH EXPLICIT PERMISSION FROM SBE. ALL WORK AND MATERIALS WILL BE KEPT IN SECURE AND LOCKED AREAS. ANY AND ALL SPOILAGE WILL BE SECURELY DESTROYED ON THE PREMISES.
- C. ALL BALLOTS, INCLUDING TEST BALLOTS AND SPOILAGE MUST BE ACCOUNTED FOR AT ALL TIMES, UP TO THE CERTIFICATION OF BALLOT RESULTS AND ANY TIMEFRAME FOR RECOUNT IS PASSED.
- D. PLANT SECURITY:

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TERMS (cont'd):

- 1). FIRE ESCAPE DOORS HAVE ALARM BELL FOR ALERT IN THE EVENT OF AN EXIT OR ATTEMPTED FORCED ENTRANCE.
- 2). UNIFORM LOCKING DEVICES ON ALL OUTSIDE DOORS, (I.E.- BURGLAR ALARM SYSTEM).
- 3). A LOG KEPT OF ALL VISITORS ENTERING AREA WHERE BALLOTS ARE PRINTED, PACKAGED, OR LOADED.
- 4). LOADING PLATFORMS ARRANGED TO PROHIBIT TRUCK DRIVERS OR DELIVERY PERSONNEL FROM ENTERING THE PLANT WITHOUT A VENDOR EMPLOYEE ESCORT.
- 5). ALL PRODUCTION AREAS SHALL HAVE LIMITED ACCESS.

PATENT OR COPYRIGHT INFRINGEMENT - VENDOR SHALL DEFEND, PROTECT, AND SAVE HARMLESS THE PURCHASER, ITS OFFICERS, AGENTS, AND EMPLOYEES AGAINST ALL SUITS AT LAW OR IN EQUITY AND FROM ALL DAMAGES, CLAIMS, OR DEMANDS FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT OR COPYRIGHT BY REASONS OF THE USE OF THE SECURITY FEATURES AS FEATURES AS STIPULATED IN THIS CONTRACT. THE VENDOR SHALL CERTIFY THAT IT IS THE OWNER OF AND/OR THE LICENSEE OF ALL LEGAL PATENTS OF COPYRIGHTED SECURITY FEATURES USED.

PACKAGING - IN ADDITION TO THE BALLOT SPECIFICATIONS, THE VENDOR MUST PACKAGE AND DELIVER THE BALLOTS AS FOLLOWS:

- A. A SET OF TWENTY-FIVE (25) BALLOTS OF THE SAME CARD STYLE MUST BE GROUPED AND STAPLED INTO A PAD.
- B. TWO (2) PADS MUST BE SHRINK-WRAPPED TOGETHER.
- C. EACH PAD MUST BE STAPLED IN THE UPPER RIGHT AND UPPER LEFT CORNERS OF OF THE ONE (1) INCH STUB.
- D. EACH BALLOT STYLE MUST BE INDIVIDUALLY NUMBERED ON THE STUB ONLY STARTING AT 000001.
- E. THE BALLOT STYLE NUMBER MUST APPEAR ON THE TOP RIGHT CORNER OF OF THE STUB AND BALLOT.
- F. EACH BOX CANNOT WEIGH MORE THAN 15 LBS. MAXIMUM.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

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TERMS (cont'd):

ALL SPECIFICATIONS RELATED TO THE INK USED FOR THIS PRINTING ORDER SHALL BE CONTAINED IN THE SEPARATE SPECIFICATION DOCUMENT ATTACHED TO THIS CONTRACT. TOXIC WASTE REDUCTION IS ENCOURAGED FOR ALL PRINTING PROCESSES.

DELIVERY - DELIVERY IS TO BE MADE TO THE TWENTY-FOUR (24) LOCAL BOARDS OF ELECTIONS (LBE) AS DIRECTED ON EACH PURCHASE ORDER, THE ADDRESSES OF WHICH WILL BE CONFIRMED BY SBE AFTER CONTRACT AWARD.

DELIVERY DATE AND TIME MUST BE PRE-ARRANGED WITH THE LBE TO ASSURE AVAILABILITY OF AUTHORIZED RECEIVER. DELIVERY, CONTACT PERSON AND PHONE NUMBER TO BE PROVIDED TO CONTRACTOR UPON ISSUANCE OF EACH PURCHASE ORDER RESULTING FROM THE AWARD OF THIS CONTRACT.

SECURITY OF DELIVERY, AS WELL AS PRODUCTION AND STORAGE, IS OF UTMOST IMPORTANCE. SECURITY PROCEDURES AS OUTLINED IN BID SPECIFICATIONS MUST BE FOLLOWED AT ALL TIMES.

COST OF SHIPPING (F.O.B. DESTINATION) IS INCLUDED IN THE PRICE.

SBE WILL PROVIDE BALLOT ARTWORK AND NOTICE TO BEGIN PRINTING OF BALLOTS. BALLOTS SHALL BE PRINTED AND DELIVERED WITHIN TWO (2) WEEKS OF NOTICE TO PROCEED.

LIQUIDATED DAMAGES - VENDOR WILL BE CHARGED FOR LATE DELIVERIES, BY ONE FULL DAY, AT THE RATE OF \$150 PER DAY. THIS CHARGE SHALL APPLY FROM THE AGENCY-SPECIFIED REQUIRED DELIVERY DATE TO THE ACTUAL DATE OF RECEIPT OF SUCH PRODUCTS MEETING ALL PURCHASE ORDER TERMS AND CONDITIONS. THE VENDOR RISKS NON-ACCEPTANCE AND NON-PAYMENT UNLESS PRE-APPROVAL IS RECEIVED, IN WRITING, FROM THE STATE TO THE EFFECT THAT THIS DELIVERY WILL BE ACCEPTED LATER THAN TWENTY-FOUR (24) HOURS FROM ITS SPECIFIED TIME.

QUANTITIES REPRESENTED ARE ESTIMATED USAGE AND ARE NOT WARRANTED OR GUARANTEED BY THE STATE OF MARYLAND. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). WITH THE EXCEPTION OF VARIABLE QUANTITY PRICING REQUESTED IN THIS SOLICITATION, THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION.

CONTRACT TERMINATION - CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE.

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TERMS (cont'd):

CONTRACT DEFAULT - IN THE EVENT THE SELECTED VENDOR DOES NOT FULLY COMPLY WITH THE BID SPECIFICATION REQUIREMENTS AND PURCHASE ORDER TERMS AND CONDITIONS, SPECIFICALLY, DELIVERY REQUIREMENTS AND PRODUCT SPECIFICATIONS, THE VENDOR WILL BE SUBJECT TO THE FOLLOWING: ADDITIONAL ACQUISITION COST INCURRED BY THE AGENCY WILL BE CHARGED TO THE DEFAULTING VENDOR AND DEDUCTED DIRECTLY FROM ANY OPEN INVOICES WITH THE DEFAULTING VENDOR. INVOICE PROCESSING WILL BE DELAYED PENDING DEVELOPMENT AND ASSESSMENT CHARGES.

OPEN MARKET CLAUSE - ANY ITEM LISTED HEREIN THAT IS NOT DELIVERED IN A TIMELY MANNER OR DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT, MAY BE PURCHASED ON THE OPEN MARKET BY THE USING AGENCY. THE CONTRACTED WILL BECHARGED FOR ANY PRODUCT COST INCURRED BY THE STATE THAT IS IN EXCESS OF THE CONTRACTED PRICE.

OVERAGES - AGENCY WILL NOT PAY FOR ANY OVERAGE IN EXCESS OF 2% OF THE QUANTITY ORDERED.

CONTRACT CHANGES - VENDORS SHALL NOT ACCEPT CHANGES, ADDITIONS, WAIVERS OR SUBSTITUTIONS IN THE PROVISIONS OF THIS ORDER UNLESS FURNISHED IN WRITING AND SIGNED BY THE DEPARTMENT OF GENERAL SERVICES' PROCUREMENT OFFICER. SHOULD ANY CHANGES CAUSE AN INCREASE IN THE VENDOR'S COST OR TIME FOR PERFORMANCE THAT IS NOT REFLECTED IN THE WRITTEN NOTICE, VENDOR SHALL ASSERT ITS CLAIM FOR SAME WITHIN 10 CALENDAR DAYS AFTER DATE OF THE PURCHASE ORDER OR NOTICE.

PAYMENT - VENDOR IS TO SUBMIT INVOICE IN TRIPLICATE, SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, PACKING LISTS, SHIPPING LABELS AND ALL CORRESPONDENCE .

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

CORPORATE "P" PURCHASING CARDS MAY BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

CONTRACT ACCEPTANCE - THIS BLANKET PURCHASE ORDER (BPO) IS ISSUED AS A RESULT OF THE INVITATION TO BID (ITB #001IT819378/MDDGS31011793) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS, OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED HEREIN AND MADE A PART OF THIS BPO.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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BALLOTS ELECTION

SBE REQUIRES 1,200,000 BALLOTS (ESTIMATE) TO BE PRINTED FOR THE GUBERNATORIAL ELECTION 2014. SPECIFICATIONS AND ARTWORK SAMPLES ARE EMAILED TO GPOPCC. 600 STYLES FOR PRIMARY, 300 FOR GENERAL. BALLOTS PRINTED PER DIEBOLD ELECTION SYS ACCUVOTE-OS BALLOT PROCESSING UNIT ALL INFORMATION REGARDING DIMENSIONS, COLOR, MATERIALS, ETC. ARE IN THE SPECIFICATION PACKET. VENDOR CERTIFICATION IS A REQUIREMENT. SECURITY: THE VENDOR MUST SUBMIT ALL EMPLOYEES WORKING ON THIS PROJECT TO A BACKGROUND CHECK WHICH THEY MUST PASS. DELIVERY WILL BE TO 25 LOCATIONS (24 COUNTIES AND SBE) BY MAY 1 FOR PRIMARY. VENDOR MUST COMPLY WITH SECURITY REQUIREMENTS IN THE SPECIFICATIONS.

END OF ITEM LIST

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE